

BILL NO. S-91-01- //

SPECIAL ORDINANCE NO. S- 10-91

AN ORDINANCE approving CONTRACT FOR RES. #914-90, EAST SHERWOOD TERRACE-CONGRESS AVENUE SANITARY SEWER EXTENSION between DEHNER CONSTRUCTION, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the CONTRACT FOR RES. #914-90, EAST SHERWOOD TERRACE-CONGRESS AVENUE SANITARY SEWER EXTENSION by and between DEHNER CONSTRUCTION, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

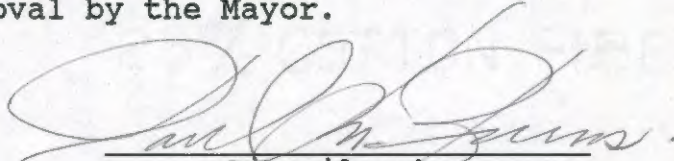
a sanitary sewer extension located at the following location; MAINLINE: Beginning at an existing manhole located 5+/-LF East and 5+/-LF South of the Northwest corner of lot 257 of Fairfax Second Addition; thence West 50+/-LF to a proposed manhole #1; thence North 190+/-LF to a proposed manhole #2; thence West 100+/-LF to a proposed manhole #3; thence North 145+/- to a proposed manhole #4; thence east 585+/-LF North and 10+/- West of the Southeast corner of Lot 343 of Fairfax Addition. LATERAL "A": Beginning at the aforementioned manhole #4; thence North 90+/-LF to a proposed cleanout located 5+/-LF East and 45+/-LF South of the Northwest corner of Lot 333 of Fairfax Second Addition; Said sewer shall be 8" in diameter;

the Contract price is Twenty-Four Thousand Nine Hundred Forty-One and no/100 Dollars (\$24,941.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.



PAGE 2

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney



SANITARY SEWER CONSTRUCTION CONTRACT 914-1990

EAST SHERWOOD TERRACE-CONGRESS AVENUE SANITARY EXTENSION

BOARD ORDER NO. 89-1990

WORK ORDER NO. 73746

THIS CONTRACT made and entered into this 2nd day of January 1991, by and between DEHNER CONSTRUCTION, INC., hereinafter called CONTRACTOR, and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works & Safety, hereinafter called OWNER:

WITNESSETH, that the CONTRACTOR and the OWNER for the considerations hereinafter named, agree as follows:

ARTICLE I. SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

MAINLINE: Beginning at an existing manhole located 5± LF East and 5± LF South of the Northwest corner of lot 257 of Fairfax Second Addition; thence West 50± LF to a proposed manhole #1; thence North 190± LF to a proposed manhole #2; thence West 100± LF to a proposed manhole #3; thence North 145± LF to a proposed manhole #4; thence East 585± LF to a proposed manhole #6 located 5± LF North and 10± LF West of the Southeast corner of Lot 343 of Fairfax Second Addition.

LATERAL "A": Beginning at the aforementioned manhole #4; thence North 90± LF to a proposed cleanout located 5± LF East and 45± LF South of the Northwest corner of Lot 333 of Fairfax Second Addition

Said sewer shall be 8" in diameter, and,

all according to Fort Wayne Water Pollution Control Engineering Department's Drawing #SY-11240, Sheets 1 through 4 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the contract the unit price sum of TWENTY-FOUR THOUSAND NINE HUNDRED FORTY-ONE AND NO/100 (\$24,941.00) DOLLARS. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S proposal.



### ARTICLE 3. PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the jobsite as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works & Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted. Thereupon, the entire balance of the contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with the Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages or injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of CONTRACTOR, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors



in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

#### ARTICLE 6. NON-DISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

#### ARTICLE 7. PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne, according to the applicable wage scale as included in the bid documents.

#### ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Contract 914-1990
- b. Instructions to Bidders for Contract 914-1990
- c. Contractor's Proposal dated 5 December 1990
- d. Fort Wayne Engineering Department Drawing SY-11240
- e. Supplemental Specifications for Contract 914-1990
- f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended)
- h. Prevailing Wage Scale
- i. Performance and Guaranty Bond
- j. Labor and Material Payment Bond
- k. Minority/Female Employment Hourly Utilization
- l. Right-of-Way Cut Permit
- m. Comprehensive Liability Insurance Coverage
- n. MBE/WBE Commitment Form

#### ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials



supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

#### ARTICLE 10. INDEMNITY

CONTRACTOR shall furnish to OWNER within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal property damage insurance, in force and issued in connection with the work to be performed under this contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

#### ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications or other phases of the work covered by this contract will be permitted except on prior written authorization by the Board of Public Works & Safety.

#### ARTICLE 12. COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within sixty (60) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

#### ARTICLE 13. COUNCILMANIC APPROVAL

This agreement, although executed on behalf of the OWNER by the Mayor and the Board of Public Works & Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

#### ARTICLE 14.

This contract is governed by the Laws of the State of Indiana.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement  
the day and year first above written.

**CONTRACTOR:**  
**DEHNER CONSTRUCTION, INC.**

By Greg Dehner  
Greg Dehner

OWNER:  
CITY OF FORT WAYNE, INDIANA

By Paul Helmke, Mayor

BOARD OF PUBLIC WORKS & SAFETY

By: Charles E. Layton, Director

By: Michael McAlexander  
Michael McAlexander,  
Director

By: Douglas M. Lehman  
Douglas M. Lehman, Director

**ATTEST:**

Patricia Crick  
Patricia Crick, Clerk

### ACKNOWLEDGEMENT

STATE OF INDIANA )  
 ) SS  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared **Greg Dehner** and acknowledged the execution of the foregoing Contract as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 21st day of December  
1990 .

Regen N. Carpenter  
Notary Public

Resident of Allen County

Roger N. Carpenter

Printed Name of Notary

My Commission Expires:

January 13, 1932



Read the first time in full and on motion by Burns, seconded by Long, and duly adopted, read the second time title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M., E.S.

DATED: 1-8-91

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Edmonds, and duly adopted, placed on its passage. PASSED ~~lost~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 1-22-91

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING-MAP) ORDINANCE RESOLUTION NO. S-10-91 on the 22nd day of January, 1991.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

ATTEST  
SEAL  
Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of January, 1991 at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of January, 1991, at the hour of 8:00 o'clock A.M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR



Admn. Appr.

TITLE OF ORDINANCE: Contract #914-90, East Sherwood Terrace-Congress Avenue Sanitary Sewer Extension

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPSIS OF ORDINANCE: Contract #914-90, East Sherwood Terrace-Congress Avenue Sanitary Sewer Extension is located at the following location. MAINLINE: Beginning at an existing manhole located 5+ LF East and 5 + LF South of the Northwest corner of lot 257 of Fairfax Second Addition; thence West 50+ LF to a proposed manhole #1; thence North 190+ LF to a proposed manhole #2; thence West 100 + LF to a proposed manhole #3; thence North 145 + to a proposed manhole #4; thence east 585+ LF North and 10+ West of the Southeast corner of Lot 343 of Fairfax Second Addition. LATERAL "A": Beginning at the aforementioned manhole #4; thence North 90+ LF to a proposed cleanout located 5+ LF East and 45+ LF South of the Northwest corner of Lot 333 of Fairfax Second Addition.

Said sewer shall be 8" in diameter.

Dehner Construction, Inc., is the contractor.

EFFECT OF PASSAGE: Improved sanitary sewer conditions at above location.

EFFECT OF NON PASSAGE:

*S-91-01-11*

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$24,941.00

ASSIGNED TO COMMITTEE:



BILL NO. S-91-01-11

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN  
CHARLES B. REDD, VICE CHAIRMAN  
EDMONDS, LONG, SCHMIDT

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~XXXXXXXXXX~~ (RESOLUTION) approving CONTRACT FOR  
RES. #914-90, EAST SHERWOOD TERRACE-CONGRESS AVENUE SANITARY  
SEWER EXTENSION between DEHNER CONSTRUCTION, INC. and the  
City of Fort Wayne, Indiana, in connection with the Board of  
Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) ~~(RESOLUTION)~~

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*Paul M. Burns*  
*QJ Schmidt*

*Charles B. Redd*

DATED: 1-22-91.

Sandra E. Kennedy  
City Clerk